

Below is an Order of the Court.

Trish M Brown
TRISH M. BROWN
U.S. Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
DISTRICT OF OREGON

In re _____) Case No. _____
)
) ORDER, DRAFTED ON: _____,
) RE: RELIEF FROM (Check ALL that apply):
) DEBTOR STAY CODEBTOR STAY
) CREDITOR:
) CODEBTOR: _____
Debtor(s) _____

The undersigned, _____, whose address is _____,
_____, Email address is _____,
Phone No. is _____, and any OSB # is _____, presents this Order based upon:

The completed Stipulation of the parties located at the end of this document.

The oral stipulation of the parties at the hearing held on _____.

The ruling of the court at the hearing held on

Creditor certifies any default notice required by pt. 5 of the Order re: Relief from Stay entered on _____ was served, and that debtor has failed to comply with the conditions of that order.

Creditor certifies that no response was filed within the response period plus 3 days to the Motion for Relief from Stay that was filed on _____ and served on _____.

IT IS ORDERED that, except as provided in pt. 4 below, the stay existing pursuant to 11 USC §362(a) shall remain in effect as to the property described below (hereinafter "the property"):

Personal property described as (e.g., 2001 Ford Taurus):

Real property located at (i.e., street address):

[Optional UNI ESS In Rem Relief Granted] Exhibit A attached hereto is the legal description of the property.

IT IS FURTHER ORDERED that the stay is subject to the conditions marked below:

1. Regular Payment Requirements.

- a. Debtor(s) shall deliver regular monthly payments in the amount of \$_____ commencing _____ to Creditor at the following address:
- b. The Chapter 13 trustee shall immediately pay and disburse to Creditor the amount of \$_____ per month from funds paid to the trustee by Debtor(s), and continue each month until the plan is confirmed, at which time the plan payment terms shall control. Payments made by the trustee under this order shall be deemed to be payments under the plan for purposes of the trustee's collection of percentage fees.
- c. Debtor(s) shall pay to the trustee any and all payments required to be paid under the terms of the Chapter 13 plan.

2. Cure Payment Requirements. Debtor(s) shall cure the post-petition default of \$_____ consisting of

(e.g., \$____ in payments and \$____ in late charges for April - June, 2002), as follows:

- a. In equal monthly installments of \$_____ each, commencing _____ and continuing thereafter through and including _____.
- b. By paying the sum of \$_____ on or before _____, and the sum of \$_____ on or before _____.
- c. Other (describe): _____

3. Insurance Requirement(s). Debtor shall maintain insurance on the property at all times as required by the security agreement, naming _____ as the loss payee.

On or before _____ Debtor(s) shall provide counsel for Creditor with proof of insurance.

4. Stay Relief and Codebtor Stay Relief without Cure Opportunity.

- a. Upon default in the conditions in pt(s). _____ Creditor may file and serve a certificate of non-compliance specifying the default, together with a proposed order terminating the stay to allow Creditor to foreclose on, and obtain possession of, the property to the extent permitted by applicable nonbankruptcy law, which the Court may grant without further notice or hearing.
- b. The stay is terminated to allow Creditor to foreclose on, and obtain possession of, the property to the extent permitted by applicable nonbankruptcy law, provided that a foreclosure sale shall not occur prior to _____.
- c. Creditor is granted relief from stay effective _____ to foreclose on, and obtain possession of, the property, to the extent permitted by applicable nonbankruptcy law.
- d. Creditor is granted relief from stay to foreclose on, and obtain possession of, the property, to the extent permitted by applicable nonbankruptcy law.
- e. If a Creditor with a senior lien on the property is granted relief from stay, Creditor may file and serve a certificate identifying the senior lien holder and a proposed order terminating the stay, which the Court may grant without further notice or hearing.
- f. Creditor is granted relief from stay to _____.
- g. Creditor is granted "in rem" relief from stay with respect to the real property described above and in Exhibit A. This order shall be binding in any other case filed under 11 USC purporting to affect such real property filed not later than two (2) years after the date of the entry of this order unless the bankruptcy court in the subsequent case grants relief from this order. Any governmental unit that accepts notices of interests or liens in real property shall accept a certified copy of this order for indexing and recording.

- h. Creditor is granted relief from the codebtor stay, as it applies to the codebtor(s) named in the caption above, to enforce the terms of the contract and collect the deficiency balance.
5. **Stay Relief with Cure Opportunity.** Upon default in the checked condition(s) in pt(s). 1 - 3, Creditor shall serve written notice of default on Debtor(s) and Attorney for Debtor(s) that gives Debtor(s) ____ calendar days after the mailing of the notice to cure the default. If Debtor(s) fails to cure the default in accordance with this paragraph, then Creditor shall be entitled to submit a proposed order terminating the stay, which the Court may grant without further notice or hearing.
- The notice of default may require that Debtor(s) make any payment(s) that becomes due between the date the notice of default is mailed and before the cure deadline.
 - The notice of default may require Debtor(s) to pay \$_____ for the fees and costs of sending the notice.
 - Only ____ notices of default and opportunity to cure are required per year (calculated from date of entry of this order), during the remainder of this case, or (describe):

6. **Amended Proof of Claim.** Creditor shall file an amended proof of claim to recover all accrued post-petition attorney fees and costs and (describe):

7. **Miscellaneous Provisions.**

- If Creditor is granted relief from stay, the 14-day stay provided by Fed. Rule Bankr. Proc. 4001(a) shall be waived.
 - Any notice that Creditor's counsel shall give to Debtor(s)/Codebtor, or attorney for Debtor(s)/Codebtor, pursuant to this order shall not be construed as a communication under the Fair Debt Collection Practices Act, 15 USC §1692.
8. A final hearing on Creditor's motion for relief from stay shall be held on _____ at _____ in _____.
9. Other:

PRESENTED, AND CERTIFIED, BY:

###

IT IS SO STIPULATED:

Creditor's Attorney:

Debtor(s)'s Attorney:

Name: _____
OSB#: _____

Name: _____
OSB#: _____

NO OBJECTION TO ORDER BY CASE TRUSTEE:

By: _____

Codebtor's Attorney:

Name: _____
OSB#: _____

Stipulated Order for Relief From Stay

Ford Motor Credit Company, LLC

Exhibit 1 – Collateral Description and Lien Information

Year	Make/Model	VIN	Loan Balance	NADA Value
2016	Ford Transit	1FMZK1CM1GKA15512	\$37,333.41	\$26,525.00
2016	Ford Transit	1FMZK1CM2GKB25954	\$37,333.41	\$26,252.00
2016	Ford Transit	1FMZK1CM8GKB25960	\$40,210.96	\$26,525.00
2016	Ford Transit	1FMZK1CM3GKA15513	\$40,210.96	\$26,525.00*
2016	Ford Transit	1FMZK1CM0GKB25953	\$37,333.41	\$26,525.00

*Creditor has received information this vehicle has significant body damage but no repair estimates or evaluations have been completed.

Exhibit A

UTAH VEHICLE RETAIL INSTALLMENT CONTRACT

DATE 05/17/2016

1-800-727-7000

Buyer (and Co-Buyer) Name and Address (including County and Zip Code)



FORD CREDIT

www.fordcredit.com

ECO CAB PORTLAND, LLC

[REDACTED]

CREDITOR (Seller Name and Address)

LHM SUPER FORD SALT LAKE CITY
1340 South 500 West
SALT LAKE CITY, UT
84115

You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. The cash price is shown below as "Cash Price." The credit price is shown below as "Total Sale Price." By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract.

Use For Which Purchased
 Personal Agricultural
 Commercial

New 2016 FORD TRANSIT 1FHZN1CM9KA15512

Trade-in N/A

Year and Make \$ 14,450.00

Gross Allowance \$ 14,450.00

Amount Owed \$ 0.00

1. Cash Price \$ 14,450.00

2. Down Payment \$ 1,250.00

Third Party Rebate Assigned to Creditor \$ 620.00

Cash Down Payment \$ 620.00

N/A \$ N/A

Trade-In (description above) \$ N/A

Total Down Payment \$ 1,250.00

3. Unpaid Balance of Cash Price (1 minus 2) \$ 14,186.00

4. Amount paid on your behalf (Seller may be retaining a portion of these amounts)

To Public Officials

(i) for license, title & registration fees \$ N/A

(ii) for official fees \$ N/A

(iii) for taxes (not in Cash Price) \$ N/A

\$ N/A

To Insurance Companies for:

Credit Life Insurance \$ N/A

Credit Disability Insurance \$ N/A

N/A \$ N/A

N/A \$ N/A

To N/A for N/A \$ N/A

Total \$ N/A

5. Amount Financed (3 plus 4) \$ 14,186.00

6. Total Sales Price \$ 14,450.00

7. Total of Payments \$ 14,450.00

8. Total Sale Price \$ 14,450.00

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203. Total of Payments \$ 14,450.00

OREGON VEHICLE CERTIFICATE OF TITLE

OREGON DRIVER AND MOTOR VEHICLE SERVICES CERTIFIES THE PARTY IS LISTED AS OWNER OF THE DESCRIBED VEHICLE. DOCUMENTS FILED WITH DMV SHOW THE VEHICLE IS SUBJECT TO THE OWNERSHIP INTERESTS SPECIFIED.

CONTROL NUMBER [REDACTED]

PLATE NUMBER [REDACTED]	TITLE NUMBER 1627301729	PROCESS DATE 092916	SURVIVOR N/N	REFERENCE NUMBER [REDACTED]
YEAR 2016	MAKE FORD	STYLE VA	MODEL TCN	VEHICLE IDENTIFICATION NUMBER 1FMZK1CM1GKA15512
				EQUIPMENT NO.

OWNER/LESSEE

ODOMETER READING 20	ODOMETER DATE 05/17/16
ODOMETER MESSAGE	

ECOCAB PORTLAND LLC
[REDACTED]

TITLE BRANDS

The title "Brand" printed below indicates the history, condition, or circumstances of the vehicle for which this title has been issued. Please see back of title for more information.

- NONE -

USE THIS SECTION WHEN THE ONLY CHANGE IS TO REMOVE A SECURITY INTEREST. FOR ANY OTHER CHANGES, SEE INSTRUCTIONS ON REVERSE.

If there is no change in owners as shown above AND all security interest holders have released interest, one registered owner must sign and date here, if not completing a separate application for title. In addition, if your address has changed, cross out the old address and write the new address and county of residence on the front of the title. Mail the title and the fee to: DMV, 1905 Lana Ave NE, Salem OR 97314.

SECURITY INTEREST HOLDER/LESSOR

SIGNATURE (DOES NOT RELEASE INTEREST) DATE

X

To release interest in the vehicle, complete the reassignment on back of the title.

FORD MOTOR CREDIT COMPANY
PO BOX 105704
ATLANTA GA 30348

SIGNATURE AND COUNTERSIGNATURE OF SECURITY INTEREST HOLDER OR LESSOR RELEASING ALL INTEREST

DATE

X SIGNATURE AND COUNTERSIGNATURE OF SECURITY INTEREST HOLDER OR LESSOR RELEASING ALL INTEREST

DATE

X SEE REVERSE OF TITLE FOR APPLICATION INSTRUCTIONS.

VOID WITHOUT CHAIN LINK WATERMARK

1FMZK1CM1GKA15512

UTAH VEHICLE RETAIL INSTALLMENT CONTRACT

DATE 05/17/2016

1-809-727-7000

Buyer (and Co-Buyer) Name and Address (including County and Zip Code)

CREDITOR (Seller Name and Address)



FORD CREDIT

www.fordcredit.com

ECO CAB PORTLAND, LLC

LHM SUPER FORD SALT LAKE CITY
1340 South 500 West
SALT LAKE CITY, UT
84115

You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. The cash price is shown below in "Cash Price." The credit price is shown below as "Total Sales Price." By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract.

Year/Model	Mileage	Year and Make	Model	Vehicle Identification Number	Use For Which Purchased						
Kewl	10	2015	FORD	TRANSIT	IFWZT1CH2GK02954						<input type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input checked="" type="checkbox"/> Commercial
					<input type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input checked="" type="checkbox"/> Commercial						

Trade-In A Year and Make _____ \$ _____ Miles _____ \$ _____ Gross Amount/Credit _____ \$ _____

ITEMIZATION OF AMOUNT FINANCED

1. Cash Price, \$ 45057.00

2. Down Payment Third Party Rebate Assigned to Creditor \$ N/A

Cash Down Payment \$ 6200.00

Trade-In (description above) \$ N/A

Total Down Payments \$ 6200.00

3. Unpaid Balance of Cash Price (1 minus 2) \$ 38857.00

4. Amounts paid on your behalf (Seller may be retaining a portion of these amounts To Public Officials

(i) for license, title & registration fees \$ N/A

(ii) for official fees \$ N/A

(iii) for taxes (not in Cash Price) \$ N/A

To Insurance Companies for:

Credit Life Insurance \$ N/A

Credit Disability Insurance \$ N/A

N/A \$ N/A

To N/A for N/A \$ N/A

Total \$ 30857.00

5. Amount Financed (3 plus 4) \$ 30857.00

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate 5.39 %	The dollar amount the credit will cost you \$ 6761.00	\$ 38857.00	\$ 45618.00	\$ 51818.00

Your Payment Schedule will be:		
Number of Payments	Amount of Payments	When Payments are Due
60	\$ 760.30	Starting 07/01/2016
N/A	N/A	N/A
N/A	N/A	N/A
N/A	N/A	N/A

Prepayments: If you pay off your debt early, you will not have to pay a prepayment fee. Late Payments: If you make a late charge on the portion of each payment received more than 10 days late, The charge is 5% of the late amount or \$50.00, whichever is greater. Security Interest: You are giving a security interest in the vehicle being purchased. Contract: Please see the contract for additional information on security interest, nonpayment default, the right to require repayment of your debt in full before the scheduled date, and judgment priority.

COMMERCIAL USE CONTRACT LATE PAYMENT: If you purchased the vehicle for commercial use, you must pay a late charge on the portion of each late payment received more than 10 days late. The charge is 7.5 percent of the late amount or \$50.00, whichever is less.

BALLOON CONTRACT PROVISIONS

Your last installment payment under this contract is a balloon payment.

EXCESS WEAR, USE AND MILEAGE CHARGES

If the box directly above is checked, this section, Paragraph B, and Paragraph C of this contract apply. You may be charged for excessive wear based upon our standards for normal use. If you exercise the option to sell the vehicle back to Creditor under Paragraph B, you must pay the Creditor \$0. ____ per mile for each mile in excess of _____ miles shown on the odometer.

ANTI-THEFT PRODUCT (OPTIONAL)

If this box is checked you purchased the anti-theft product(s) listed below. The purchase of anti-theft product(s) is optional and not required to obtain credit; even if the product(s) is already installed on the vehicle you selected. You may purchase anti-theft product(s) from the person of your choice. By signing below, you agree to purchase the anti-theft product(s) at the price disclosed.

N/A	\$ N/A	Term N/A
N/A	\$ N/A	Term N/A
N/A	\$ N/A	Term N/A

Buyer Signs X

Any change in this contract must be in writing and signed by you and the Creditor.

Buyer Ecole R. H. Lucy Co-Buyer X
Signs Rey K. Michael Signs

YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION ON THE REVERSE SIDE OF THIS CONTRACT.

The Annual Percentage Rate may be negotiated with the Seller. The Seller may assign this contract and may retain its right to receive a portion of the Finance Charge.

NOTICE TO THE BUYER

Do not sign this contract before you read it or if it contains any blank spaces. You are entitled to an exact copy of the contract you sign.

Buyer (and Co-Buyer) acknowledge that (i) before signing this contract, Buyer (and Co-Buyer) received and reviewed a true and completely filled in copy of this contract and (ii) at the time of signing this contract, Buyer (and Co-Buyer) received a true and completely filled in copy of this contract.

Buyer Ecole R. H. Lucy Co-Buyer X
Signs Rey K. Michael Signs

Seller LHM SUPER FORD SALT LAKE CITY Rey K. Michael Title PI-HOR

THIS CONTRACT IS NOT VALID UNTIL YOU AND SELLER SIGN IT.

ASSIGNMENT

Seller may transfer this contract to another person. That person will then have all Seller's rights, privileges, and remedies. By signing below, the Seller assigns this contract to FORD MOTOR CREDIT CO. ("Assignee").

To contact Assignee about this contract, call _____, or visit their website _____.

LHM SUPER FORD SALT LAKE CITY Rey K. Michael Title _____

Seller Ecole R. H. Lucy Co-Buyer X Title _____

Buyer Ecole R. H. Lucy Co-Buyer X Title _____

FC 17643-SI (MAY 10) (Previous editions may NOT be used.) SEE OTHER SIDE FOR ADDITIONAL AGREEMENTS

FC 17643-B-SI

ADDITIONAL AGREEMENTS

A. **Payments:** You must make all payments in U.S. funds when they are due. You may prepay your debt at any time without penalty. This is a simple finance charge contract. The usual finance charge you agree to pay is the amount of the principal plus interest. The interest rate may exceed the disclosed Finance Charge if you make your payments earlier than the scheduled date or in less than the scheduled amount. Your payment will be applied first to the earned and unpaid part of the Finance Charge and then to the unpaid Amount Financed. The Finance Charge is earned by applying the Annual Percentage Rate to the unpaid Amount Financed for the actual time that the unpaid Amount Financed is outstanding.

B. **Balance Payment Contracts:** If your last installment payment under this contract is a balloon, the amount indicated on the front of this contract, you must make all remaining payments in one or more of these ways:

First, you may pay off all that you owe when the last installment payment is due and keep your motor vehicle.

Second, you may reinance the last installment payment unless you are in default under this contract. If the Creditor has advanced funds to cure any default, you must pay back this Creditor before the refinancing. You also must provide proof of insurance acceptable to Creditor before the refinancing. The Annual Percentage Rate (APR) or the refinancing will be the Creditor's prevailing rates at the time of the refinancing. You must meet the Creditor's normal credit standards in order to be eligible for refinancing. The terms of the refinancing will be based on the Creditor's refinancing rate, the term of the refinancing and the amount of the monthly payment. The refinancing monthly payment shall be the same as in this contract if the refinanced amount will be fully paid within 36 months of the due date of the last installment payment. Otherwise, the monthly payment amount shall be the amount needed to fully pay the refinanced amount within 36 months of the due date of the last installment payment. If you wish to refinance, you must notify the Creditor in writing. Except as discussed in this section, the notice must be received no later than 90 days prior to the due date of the last installment payment.

Third, you may sell the vehicle to the Creditor for an amount equal to the last remaining payment due under this contract or other amount agreed upon under the contract. Amounts you will be paid, is part, on the vehicle's mileage. You also must pay to the Creditor the estimated costs of all repairs to the vehicle that are the result of excess wear and use, as set forth below. You must take the vehicle to a place selected by the Creditor for inspection no later than 15 days prior to the last installment payment due date. After the inspection, if you decide to sell the vehicle to the Creditor, you must give the vehicle to the Creditor no later than the last installment payment due date. At that time, you must also give the Creditor a title, which shows no liens other than the Creditor's lien, transferred over to the Creditor by the person selected by the Creditor. After the inspection, if you decide not to sell the vehicle to the Creditor, you must immediately contact the Creditor and inform the Creditor whether you want to refinance the last installment payment.

C. **Damage Repair:** If your last installment payment under this contract is a balloon payment, and you sell the vehicle back to the Creditor under Paragraph D, you are responsible for repair of all damage to the vehicle that are not the result of normal wear and use. These repairs include, but are not limited to, those necessary to:

- (i) replace any tire not part of a matching set of four or any tire which has less than 1/8 inch of remaining tread;
- (ii) repair any mechanical defect;

(iii) repair or replace all dented, crushed, pitted, notched or emanished bodywork, paint or vehicle identification items; all dented; scratches, rusted, pitted, broken or missing trim and grill work; all cracked, cracked, pitted or broken glass; all faulty window mechanisms; all broken or bent out lights; all electronic malfunctions; all interior rips, stains, burns or worn areas; and all damage which would be covered by liability or comprehensive insurance whether or not such insurance is actually in force.

If you have not made the repairs before inspection of the vehicle under Paragraph B, you will own the estimated cost of such repairs, even though the repairs are not made prior to your sale of the vehicle to the Creditor. If you disagree with the estimated costs of repairs, you may have the repairs made at your expense prior to your sale of the vehicle to the Creditor.

D. **Security Interest:** You give the Creditor a security interest in:

- 1. The vehicle and all parts or other goods put on the vehicle;
- 2. All money or goods received for the vehicle; and
- 3. All insurance premiums and service contracts financed for you.

This secures payment of all amounts you owe under this contract. It also secures payment of all amounts you owe under any other contract.

E. **User of Vehicle - Warranties:** You must take care of the vehicle and obey all laws in using it. You may not sell or rent the vehicle, and you must keep it free from the claims of others. You will not use or permit the use of the vehicle outside of the United States, except for up to 30 days in Canada or Mexico, without the prior written consent of the Creditor. If the vehicle is of a type normally used for personal use and the Creditor, or the vehicle's manufacturer, extends a written warranty or service contract covering the vehicle within 90 days from the date of this contract, you get implied warranties of merchantability and fitness for a particular purpose covering the vehicle. Otherwise, you understand and agree that there are no such implied warranties, except as otherwise provided by law.

F. **Vehicle Insurance:** You must insure the vehicle against loss or damage from collision, fire or theft. You must name Creditor as he/she pays under the insurance policy. The Creditor must approve the type and amount of insurance. If the vehicle is lost, damaged or destroyed, you must pay the Creditor what is still owed.

G. **Returned Insurance Premiums and Service Contract Charge:** This contract may contain charges for insurance, service contracts, or other contracts. You agree that the Creditor can claim benefits under these contracts and unless prohibited by law, and terminates them obtain refunds or reduced charges to reduce what you owe. If the Creditor gets a refund on insurance, service contracts, or other contracts, the Creditor will subtract it from what you owe. Once all amounts owed under this contract are paid, any remaining refunds will be paid to you.

H. **Returned Check Charge:** You agree to pay a returned check charge of \$20.00 for each check, draft, or other order of payment that is dishonored for any reason.

I. **Default:** You are in default if:

- 1. You do not make a payment when it is due;
- 2. You give false or misleading information on your credit application relating to this contract;
- 3. Your vehicle is seized by any local, state, or federal authority and is not promptly and unconditionally returned to you;
- 4. You file a bankruptcy petition or one is filed against you; or
- 5. You do not keep any other promise in this contract.

If you default, Creditor can exercise Creditor's rights under this contract and Creditor's other rights under the law.

J. **Repossession:** If you default, the Creditor may require you to pay all once the unpaid Amount Financed, the earned and unpaid part of the Finance Charge and all other amounts due under this contract. Creditor may repossess (take back) the vehicle, too. Creditor may also take goods found in the vehicle when repossession ends and then sue you.

K. **Your Right To Redesign:** If the vehicle is taken back, Creditor will send you a notice. The notice will say that you may redeem (buy back) the vehicle and will explain how to redeem the vehicle. You may redeem the vehicle up to the time the Creditor sells it or agrees to sell it. If you do not redeem this vehicle, it will be sold.

L. **Disposition of Motor Vehicle:** If the vehicle is taken back and sold, the money from the sale, less allowed expenses, will be used to pay the amount still owed on this contract. Allowed expenses include those paid as a direct result of having to repossess the vehicle, hold it, prepare it for sale, and sell it. Reasonable lawyer's fees and legal costs are allowed, too. If there is any money left in a "surplus," it will be paid to you. If the money from the sale is not enough to pay off this contract and costs, you will pay what is still owed to the Creditor. If you do not pay this amount when it is due, Creditor may charge you interest at the highest lawful rate until you pay.

M. **Collection Costs:** Except as otherwise provided by law, you must pay any and all expenses related to enforcing this contract, including collection expenses, lawyers' fees and other legal expenses.

N. **Consumer Reports:** You authorize the Assignee listed on the front of this contract to obtain consumer credit reports from consumer reporting agencies (credit bureaus) for any reason and at any time in connection with this contract.

O. **Servicing and Collection:** You agree that Creditor, Creditor's affiliates, agents and service providers may monitor and record telephone calls regarding your account to assure the quality of our service or for other reasons. You also expressly consent and agree that Creditor, Creditor's affiliates, agents and service providers may use written, electronic or verbal means to contact you. This consent includes, but is not limited to, calling by telephone, sending e-mail, sending faxes, sending instant voice messages, text messages, emails and/or automatic telephone calling systems. You agree that Creditor, Creditor's affiliates, agents and service providers may use any email address or any telephone number you provide, now or in the future, including a number for a cellular phone or other wireless device, regardless of whether you incur charges at a result.

P. **Applicable Law:** You agree that this contract will be governed by the laws of the state of Utah.

Q. **General:** The contract contains the entire agreement between Creditor and you relating to the sale and financing of the motor vehicle. If any part of this contract is not valid, all other parts stay valid. If Creditor doesn't enforce Creditor's rights every time, Creditor can still enforce them later. Creditor will exercise all of Creditor's rights in a lawful way.

If the last installment payment under this contract is a balloon payment, Assignee has assigned to OI Emerging, Inc., in its capacity as Assignee's qualified information rights (but not its obligations) with respect to the ownership and sale of the vehicle.

Buyer acknowledges and accepts assignment of this contract to the Assignee (and any successor to Assignee). Buyer also consents to any subsequent assignment of this contract, and accepts this provision as notice of such assignment, by Assignee or anyone else without further notice to Buyer. This consent and notice specifically includes any assignment of the security interest in the vehicle financed pursuant to this contract.

FTC NOTICES

NOTICE - ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

Used Motor Vehicle Buyers Guide: If you are buying a used vehicle with this contract, federal regulations may require a special Buyers Guide to be displayed on the window of the vehicle. **THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.**

Spanish Translation: *Guía para compradores de vehículos usados. LA INFORMACIÓN QUE APARECE EN LA VENTANILLA DE ESTE VEHÍCULO FORMA PARTE DE ESTE CONTRATO. LA INFORMACIÓN CONTENIDA EN EL FORMULARIO DE LA VENTANILLA ANULA CUALQUIER PREVISIÓN QUE ESTABLEZCA LO CONTRARIO Y QUE APAREZCA EN EL CONTRATO DE VENTA.*

***Does not apply if purchased for commercial or agricultural use. In that case, you (debtor) will not assert against any assignee or subsequent holder of this contract any claims, defenses, or setoffs which you may have against the seller or manufacturer of the vehicle.**

GUARANTY

To cause the Seller to sell the vehicle described on the front of this contract to the Buyer on credit, each person who signs below as a "Guarantor" guarantees the payment of this contract. This means that if the buyer fails to pay any money that is owed on this contract, each person who signs as a guarantor will pay it when asked. Each Guarantor who signs below agrees that he will be liable for the whole amount owed even if one or more other persons also sign this Guaranty. Each Guarantor also agrees to be liable even if the Creditor does not use or more of the following: (a) gives the Buyer more time to pay one or more installments, or (b) gives a release in full or in part to any of the other Guarantors, or (c) releases any security. Each Guarantor also states that he has received a completed copy of this contract and this Guaranty at the time of signing.

[Signature] *John Koenig* *Address: 58 Longview Heights Place, Layton, ut 84032*
Guarantor _____ Address _____

READ THIS ARBITRATION PROVISION CAREFULLY AND IN ITS ENTIRETY

ARBITRATION

Arbitration is a method of resolving any dispute, either by privately negotiating a "Settlement" or filing a lawsuit in court. Either you or Creditor ("us" or "we," "you," "they") may choose at any time, including when a Notice is filed, to have any claim related to this contract decided by arbitration. Neither party waives the right to arbitrate any claim, including when a Notice is filed, to have any claim related to this contract decided by arbitration, except as otherwise provided in this arbitration provision. This provision regarding the interpretation, scope, or validity of any provision, or arbitrability of any dispute, except for class certification; 3) Claims between you and us, your employees, agents, successors, assigns, subsidiaries, or affiliates; 4) Claims arising out of or relating to your application for credit, this contract, or any resulting transaction or relationship, including that with the dealer, or any such relationship with third parties who do not sign this contract.

RIGHTS YOU AND WE AGREE TO GIVE UP

If either you or we choose to arbitrate a claim, then you and we agree to waive the following rights:

- **RIGHT TO A TRIAL, WHETHER BY A JUDGE OR JURY.**
- **RIGHT TO FILE A COMPLAINT OR ANSWER OR A CLASS MEMBER IN ANY CLASS CLAIM YOU MAY HAVE AGAINST US WHETHER IN COURT OR IN ARBITRATION.**
- **BROAD RIGHTS TO DISCOVERY AS ARE AVAILABLE IN A LAWSUIT**
- **RIGHT TO APPEAL THE DECISION OF AN ARBITRATOR**
- **OTHER RIGHTS THAT ARE AVAILABLE IN A LAWSUIT**

RIGHTS YOU AND WE DO NOT GIVE UP: If a claim is arbitrated, you and we will continue to have the following rights, without waiving this arbitration provision as to any claim: 1) Right to file bankruptcy in court; 2) Right to enforce the security interest in the vehicle, whether by repossession or through a court of law; 3) Right to take legal action to enforce the arbitrator's decision; 4) Right to request that a court of law review whether the arbitrator's award is reasonable; 5) Right to file a complaint in court challenging the arbitrator's qualifications or impartiality; 6) Right to file a complaint in court challenging the arbitrator's procedures; 7) Right to file a complaint in court challenging the arbitrator's jurisdiction.

You or we may choose to use the American Arbitration Association, 1-800-336-4659 (www.adr.org), or another organization subject to our approval, to conduct the arbitration. The arbitration rules ("the "Rules") may be obtained from a selected organization, or from a conflict resolution office ("the "Rules"), or from the court in which the arbitration is held. The arbitration decision shall be in writing with a supporting opinion. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. To the extent that the total of your filing, administration, service or case management fee and your arbitrator's hearing fee exceeds \$200, we will pay the amount in excess of \$200, unless you choose to pay one-half of the total or unless the fees are reallocated in an award under applicable law or the organization's rules.

Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. Any portion of this arbitration provision that is unconstitutional shall be severed, and the remaining provisions shall be enforced. If a waiver of class action rights is deemed to be unenforceable for any reason in a case in which class action arbitrations have been made, the remainder of this arbitration provision shall be unenforceable. The validity and scope of the waiver of class action rights shall be decided by the court and not by the arbitrator.

FC 10-05-01-A (MAY 15, 2001) (AMENDMENT NOT MATERIAL) SEE OTHER SIDE FOR ADDITIONAL AGREEMENTS

OREGON VEHICLE CERTIFICATE OF TITLE

OREGON DRIVER AND MOTOR VEHICLE SERVICES CERTIFIES THE PARTY IS LISTED AS OWNER OF THE DESCRIBED VEHICLE. DOCUMENTS FILED WITH DMV SHOW THE VEHICLE IS SUBJECT TO THE OWNERSHIP INTERESTS SPECIFIED.					CONTROL NUMBER [REDACTED]
PLATE NUMBER [REDACTED]	TITLE NUMBER 1703316327	PROCESS DATE 020217	SURVIVOR N/N	REFERENCE NUMBER [REDACTED]	
YEAR 2016	MAKE FORD	STYLE VA	MODEL TCN	VEHICLE IDENTIFICATION NUMBER 1FMZK1CM2GKB25954	EQUIPMENT NO. [REDACTED]
OWNER/LESSEE [REDACTED]			ODOMETER READING 10	ODOMETER DATE 05/17/16	ODOMETER MESSAGE [REDACTED]

TITLE BRANDS

The title "Brand" printed below indicates the history, condition, or circumstances of the vehicle for which this title has been issued. Please see back of title for more information.

- NONE -

USE THIS SECTION WHEN THE ONLY CHANGE IS TO REMOVE A SECURITY INTEREST. FOR ANY OTHER CHANGES, SEE INSTRUCTIONS ON REVERSE.

If there is no change in owners as shown above AND all security interest holders have released interest, one registered owner must sign and date here, if not completing a separate application for title. In addition, if your address has changed, cross out the old address and write the new address and county of residence on the front of the title. Mail the title and the fee to: DMV, 1905 Lana Ave NE, Salem OR 97314.

SECURITY INTEREST HOLDER/LESSOR

SIGNATURE (DOES NOT RELEASE INTEREST) DATE

X

To release interest in the vehicle, complete the reassignment on back of the title.

FORD MOTOR CREDIT COMPANY
LSR FORD MOTOR CREDIT COMPANY
PO BOX 105704
ATLANTA GA 30348

SIGNATURE AND COUNTERSIGNATURE OF SECURITY INTEREST HOLDER OR LESSOR RELEASING ALL INTEREST

X

DATE

SIGNATURE AND COUNTERSIGNATURE OF SECURITY INTEREST HOLDER OR LESSOR RELEASING ALL INTEREST

X

DATE

SEE REVERSE OF TITLE FOR APPLICATION INSTRUCTIONS.

VOID WITHOUT CHAIN LINK WATERMARK

1FMZK1CM2GKB25954

OREGON VEHICLE CERTIFICATE OF TITLE

OREGON DRIVER AND MOTOR VEHICLE SERVICES CERTIFIES THE PARTY IS LISTED AS OWNER OF THE
DESCRIBED VEHICLE. DOCUMENTS FILED WITH DMV SHOW THE VEHICLE IS SUBJECT TO THE OWNERSHIP
INTERESTS SPECIFIED.

CONTROL NUMBER [REDACTED]

PLATE NUMBER	TITLE NUMBER	PROCESS DATE	SURVIVOR	REFERENCE NUMBER
[REDACTED]	1625920718	091516	N/N	
YEAR	MAKE	STYLE	MODEL	VEHICLE IDENTIFICATION NUMBER
2016	FORD	VA	TCN	1FMZK1CM2GKB25954
OWNER/LESSEE				ODOMETER READING ODOMETER DATE 10 05/17/16 ODOMETER MESSAGE

TITLE BRANDS

The title "Brand" printed below indicates the history, condition, or circumstances of the vehicle for which this title has been issued. Please see back of title for more information.

- NONE -

USE THIS SECTION WHEN THE ONLY CHANGE IS TO REMOVE A SECURITY INTEREST. FOR ANY OTHER CHANGES, SEE INSTRUCTIONS ON REVERSE.

If there is no change in owners as shown above AND all security interest holders have released interest, one registered owner must sign and date here, if not completing a separate application for title. In addition, if your address has changed, cross out the old address and write the new address and county of residence on the front of the title. Mail the title and the fee to: DMV, 1905 Lana Ave NE, Salem OR 97314.

SECURITY INTEREST HOLDER/LESSOR

SIGNATURE (DOES NOT RELEASE INTEREST) DATE

X

To release interest in the vehicle, complete the reassignment on back of the title.

FORD MOTOR CREDIT COMPANY
LSR FORD MOTOR CREDIT COMPANY
PO BOX 105704
ATLANTA GA 30348

SIGNATURE AND COUNTERSIGNATURE OF SECURITY INTEREST HOLDER OR LESSOR RELEASING ALL INTEREST

DATE

X

DATE

SIGNATURE AND COUNTERSIGNATURE OF SECURITY INTEREST HOLDER OR LESSOR RELEASING ALL INTEREST

DATE

X

SEE REVERSE OF TITLE FOR APPLICATION INSTRUCTIONS.

VOID WITHOUT CHAIN LINK WATERMARK

1FMZK1CM2GKB25954

UTAH VEHICLE RETAIL INSTALLMENT CONTRACT

DATE 05/17/2016

1-800-727-7000

Buyer (and Co-Buyer) Name and Address (including County and Zip Code)

CREDITOR (Seller Name and Address)



FORD CREDIT

ECA CAR PORTLAND, LLC

LHM SUPER FORD SALT LAKE CITY
1340 South 500 West
SALT LAKE CITY, UT
84115

www.fordcredit.com

You, the Buyer (and Co-Buyer), if any, may buy the vehicle described below for cash or on credit. The cash price is shown below as "Cash Price." The credit price is shown below as "Total Sale Price." By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract.

New	Mileage	Year and Make	Model	Vehicle Identification Number	Use For Which Purchased
New	10	2016	FORD TRANSIT	1FMZH1CH0K025960	<input type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input checked="" type="checkbox"/> Commercial

Trade-In: N/A Year and Make: N/A Gross Allowance: N/A Amount Owed: N/A

ITEMIZATION OF AMOUNT FINANCED

1. Cash Price	\$ 45057.00(1)
2. Down Payment	
Third Party Rebate Assigned to Creditor	\$ N/A
Cash Down Payment	\$ 6200.00
N/A	\$ N/A
Trade-In (description above)	\$ N/A
Total Down Payment	\$ 6200.00(2)
3. Uppaid Balance of Cash Price (1 minus 2)	\$ 38857.00(3)
4. Amounts paid on your behalf (Seller may be retaining a portion of these amounts) To Public Officials	
(i) for license, title & registration fees \$	N/A
(ii) for official fees \$	N/A
(iii) for taxes (not in Cash Price) \$	N/A \$ N/A
To Insurance Companies for:	
Credit Life Insurance	\$ N/A
Credit Disability Insurance	\$ N/A
N/A	\$ N/A
To N/A for N/A	\$ N/A
To N/A for N/A	\$ N/A
To N/A for N/A	\$ N/A
To N/A for N/A	\$ N/A
To N/A for N/A	\$ N/A
To N/A for N/A	\$ N/A
Total	\$ 38857.00(4)
5. Amount Financed (3 plus 4)	\$ 38857.00(5)

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate		The dollar amount the credit will cost you	The amount you will pay when you have made all scheduled payments	The total cost of your purchase or credit, including your down-payment of \$ 6200.00
6.39 %	\$ 6761.00	\$ 38857.00	\$ 45618.00	\$ 51818.00

Your Payment Schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
60	\$ 760.30	Monthly <input type="checkbox"/> Semi-Monthly <input type="checkbox"/> Annually starts: 07/01/2016
N/A	N/A	N/A
N/A	N/A	N/A
N/A	N/A	N/A

Prepayments: If you pay off your debt early, you will not have to pay a penalty.
 Late Payments: You may pay a late charge on the portion of each payment received more than 10 days late. The charge is 5% of the late amount or \$30.00, whichever is greater.
 Security Interest: You are giving a security interest in the vehicle being purchased.
 Contract: Please see the contract for additional information on security interest, repayment, default, the right to require repayment of your debt in full before the scheduled date, and prepayment penalty.

COMMERCIAL USE CONTRACT LATE PAYMENT: If you purchased the vehicle for commercial use, you must pay a late charge on the portion of each late payment received more than 10 days late. The charge is 7.5% of the late amount or \$50.00, whichever is less.

BALLOON CONTRACT PROVISIONS

Your last installment payment under this contract is a balloon payment.

EXCESS WEAR, USE AND MILEAGE CHARGES

If the box directly above is checked, this section, Paragraph B, and Paragraph C of this contract apply. You may be charged for excessive wear based upon our standards for normal use. If you exercise the option to set the vehicle back to Creditor under Paragraph B, you must pay the Creditor \$0. _____ per mile for each mile in excess of _____ miles shown on the odometer.

Anti-Theft Product (Optional)

If this box is checked you purchased the anti-theft product(s) listed below. The purchase of anti-theft product(s) is optional and not required to obtain credit, even if the product(s) is already installed in the vehicle you selected. You may purchase anti-theft product(s) from the person of your choice. By signing below, you agree to purchase the anti-theft product(s) at the price disclosed.

N/A	\$ N/A	Term N/A
N/A	\$ N/A	Term N/A
N/A	\$ N/A	Term N/A

Buyer Signs X

OTHER OPTIONAL INSURANCE

Coverage and Premium and Insurance Company Term in Months

N/A \$ N/A

By N/A N/A

N/A \$ N/A

By N/A N/A

You want the optional insurance for which premiums are included above.

N/A

Buyer Signs

N/A

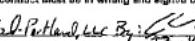
Co-Buyer Signs

Credit Life and Credit Disability Insurance are for the term of the contract. The amount and coverages are shown in a notice or agreement given to you today.

Debt Cancellation Waiver Addendum (Optional) If this box is checked you have purchased a debt cancellation waiver. Purchase of this coverage is optional and is not required to obtain credit. The terms and conditions of the debt cancellation waiver are set forth in the attached Addendum, which is incorporated into this contract. The price for the debt cancellation waiver is set forth on this contract in the Itemization of Amount Financed under section 4.

Buyer Signs N/A

Any change in this contract must be in writing and signed by you and the Creditor.

Buyer X Ford Portland, LLC By: 
Signs Co-Buyer X
Tawn Kiger
Kathy McLean

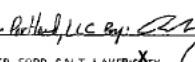
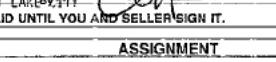
YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION ON THE REVERSE SIDE OF THIS CONTRACT.

The Annual Percentage Rate may be negotiated with the Seller. The Seller may assign this contract and may retain its right to receive a portion of the Finance Charge.

NOTICE TO THE BUYER

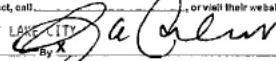
Do not sign this contract before you read it or if it contains any blank spaces. You are entitled to an exact copy of the contract you sign.

Buyer (and Co-Buyer) acknowledge that (i) before signing this contract, Buyer (and Co-Buyer) received and reviewed a true and completely filled in copy of this contract and (ii) at the time of signing this contract, Buyer (and Co-Buyer) received a true and completely filled in copy of this contract.

Buyer X Ford Portland, LLC By: 
Signs Co-Buyer X
Title: F1-NCR
Seller LHM SUPER FORD SALT LAKE CITY By: 
Title: F1-NCR
THIS CONTRACT IS NOT VALID UNTIL YOU AND SELLER SIGN IT.

ASSIGNMENT

Seller may transfer this contract to another person. That person will then have all Seller's rights, privileges, and remedies. By signing below, the Seller assigns this contract to FORD MOTOR CREDIT CO. (**Assignee**) www.fordcredit.com
To contact Assignee about this contract, call _____, or visit their website at _____.

LHM SUPER FORD SALT LAKE CITY By: 
Seller Title:
Buyer Title:
Date:
Time: _____

PC 17643-31 (MAY 16) (Previous editions may still be used.) SEE OTHER SIDE FOR ADDITIONAL AGREEMENTS

ADDITIONAL AGREEMENTS

A. Payments: You will make all payments in U.S. funds when they are due. You may deposit your debt at any time without penalty. This is a simple interest charge contract. The actual finance charge you agree to pay will depend on your payment patterns. The actual finance charge may exceed the stated Finance Charge if you make your payments later than the scheduled dates or in less than the scheduled amount. Your payment will be applied first to the earned and unpaid part of the Finance Charge and then to the unpaid Amount Financed. The Finance Charge is earned by applying the Annual Percentage Rate to the unpaid Amount Financed for the actual time that the unpaid Amount Financed is outstanding.

B. Balloon Payment Contracts: If your last installment payment under this contract is a balloon payment as indicated on the front of the contract, you may pay all that you owe when the last installment payment is due and keep your vehicle.

C. Secured Refinancing: You may refinance the last installment payment unless you are in default under this contract. If the Creditor has advanced funds to cure any default, you must pay back the Creditor before the refinancing. You must provide proof of insurance acceptable to Creditor before the refinancing. The Annual Percentage Rate (APR) for the refinancing will be the Creditor's prevailing rates at the time of the refinancing. You must meet the Creditor's normal credit standards in order to be eligible for refinancing. The terms of the refinancing will be based on the amount refinanced, the rate, and the amount of the monthly payment. The refinanced monthly payment shall be the same as the contract if the refinanced amount will be fully paid within 36 months of the due date of the last installment payment. Creditor's monthly payment amount shall be the amount you owe plus any accrued amount which do not include the due date of the last installment payment. If you wish to refinance, please notify the Creditor in writing. Except as discussed in this section, the notice must be received no later than 30 days prior to the due date of the last installment payment.

D. Sale of Vehicle: If you sell the vehicle to the Creditor for an amount equal to the last installment payment, you must pay to the Creditor any other amount owed under this contract. Amounts you owe will be based, in part, on the vehicle's mileage. You also must pay to the Creditor the estimated costs of all repairs to the vehicle that are the result of excess wear and use, as set forth below. You must take the vehicle to a place selected by the Creditor for inspection no later than 15 days prior to the last installment payment due date. After the inspection, if you decide to sell the vehicle to the Creditor, you must give the vehicle to the Creditor within 10 days of the last installment payment due date. At that time, you must also give the Creditor a bill of sale which shows no liens other than the Creditor's lien, transferring ownership to the Creditor or a person selected by the Creditor. After the inspection, if you decide not to sell vehicle to the Creditor, you must immediately contact the Creditor and inform the Creditor whether you want to refinance the last installment payment.

E. Damage Repair: If your last installment payment under this contract is a balloon payment and you sell the vehicle back to the Creditor under Paragraph B, you are responsible for repair of all damage to the vehicle that are not the result of normal wear and use. These repairs include, but are not limited to, those necessary to:

- (i) replace or repair a matching set of four or any tire which has been damaged by a matching tread;
- (ii) repair all mechanical defects;
- (iii) repair or replace all dented, scratches, chipped, pried or mismatched body panels, paint or vehicle identification items; all dented, scratches, rusted, pried, broken or missing trim and grill work; all scratches, cracked, pried or broken glass; all faulty window mechanisms; all broken or burned out lights; all electronic malfunctions; all interior ips, stains, burns or worn seats; and all damage which would be covered by collision or comprehensive insurance whether or not such insurance is actually in force.

If you have not made the repairs before inspection of the vehicle under Paragraph B, you will owe the estimated costs of such repairs, even if the repairs are not made prior to your sale of the vehicle to the Creditor. If you disagree with the estimated costs of repairs, you may have the repairs made at your expense prior to your sale of the vehicle to the Creditor.

F. Security Interest: You give the Creditor a security interest in:

- 1. The vehicle and all parts or other goods put on the vehicle;
- 2. All money or goods received for the vehicle; and
- 3. All insurance premiums and service contracts financed for you.

This security payment of all amounts you owe under this contract. It also secures your other agreements in this contract.

G. Use of Vehicle - Warranties: You must take care of this vehicle and obey all laws in using it. You must not sell or rent the vehicle, and you must keep the vehicle in the condition you received it. You must not permit the use of the vehicle outside of the United States, except for up to 30 days in Canada or Mexico, without the prior written consent of the Creditor. If the vehicle is of a type normally used for personal use and the Creditor, or the vehicle's manufacturer, extends a written warranty or service contract covering the vehicle within 30 days from the date of this contract, you get implied warranties of merchantability and fitness for a particular purpose covering the vehicle. Otherwise, you understand and agree that there are no such implied warranties, except as otherwise provided by law.

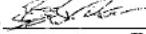
H. Vehicle Insurance: You must insure the vehicle against loss or damage from collision, fire or theft. You must name Creditor as the loss payee under the insurance policy. The Creditor must accept the type and amount of coverage that is required to best damage or destroyed, you must pay the Creditor what is still owed.

You agree that the Creditor can make a claim under the insurance policy. You authorize the insurance company to provide Creditor any information Creditor believes necessary to make a claim. You must use insurance proceeds to repair the vehicle, unless the damage to the vehicle is considered a total loss. If the damage to the vehicle is considered a total loss, you must use the insurance proceeds to pay what you owe the Creditor. If your insurance on the vehicle doesn't pay all you owe, you must pay what is still owed.

I. Returned Insurance Premiums and Service Contract Charges: This contract may contain clauses for insurance premiums, service contracts, or other charges. You agree that the Creditor can claim cancellation of these contracts and refuse to pay them if, and terminate them to obtain refunds of unearned charges to reduce what you owe. If the Creditor gets a refund on insurance, service contracts, or other contracts, the Creditor will subtract it from what you owe. Once all amounts owed under this contract are paid, any remaining refunds will be paid to you.

GUARANTY

To cause the Seller to sell the vehicle described on the front of this contract to the Buyer on credit, each person who signs below as a "Guarantor" guarantees the payment of this contract. This means that if the Buyer fails to pay any money that is owed on this contract, each person who signs as a guarantor will pay it when asked. Each Guarantor who signs below agrees that it will be liable for the whole amount owed even if one or more other persons also signs this Guaranty. Each Guarantor also agrees to be liable even if the Creditor does one or more of the following: (a) gives the Buyer more time to pay one or more payments, or (b) gives a release in full or in part to any of the other Guarantors, or (c) releases any security. Each Guarantor also states that he has received a completed copy of this contract and the date of its signing.

Guarantor:  Address: 58 Longmeadow Rd., Cowley, MA 02332
Re:

Guarantor:  Address:

READ THIS ARBITRATION PROVISION CAREFULLY AND IN ITS ENTIRETY

ARBITRATION

Arbitration is a method of resolving any dispute, dispute, or controversy (collectively a "Claim") without using a lawsuit in court. Either you or Creditor ("I" or "we" / "you" or "they") may choose at any time, including when a lawsuit is filed, to have any Claim related to this contract decided by arbitration. Neither party will be required to arbitrate if the trial date is set in a court of law. Claims include but are not limited to the following: 1) Claims in contract, to, regulatory or otherwise; 2) Claims regarding the interpretation, scope, or validity of this provision, or arbitrability of any issue except for class certification; 3) Claims between you and/or your employees, agents, successors, assigns, subsidiaries, or affiliates; 4) Claims arising out of or relating to your application for credit; the contract, or any resulting transaction or relationship, including that with the dealer, or any such relationship with third parties who do not sign this contract.

RIGHTS YOU AND WE AGREE TO GIVE UP

If either you or Creditor signs this provision, then you and we agree to waive the following rights:

- RIGHT TO A TRIAL, WHETHER BY A JUDGE OR JURY
- RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR A CLASS MEMBER IN ANY CLASS CLAIM YOU MAY HAVE AGAINST US WHETHER IN COURT OR IN ARBITRATION
- BROAD RIGHTS TO DISCOVERY AS ARE AVAILABLE IN A LAWSUIT
- RIGHT TO APPEAL THE DECISION OF AN ARBITRATOR
- OTHER RIGHTS THAT ARE AVAILABLE IN A LAWSUIT

RIGHTS YOU AND WE DO NOT GIVE UP: If a Claim is arbitrated, you and we will continue to have the following rights, without waiving this arbitration provision as to any Claim: 1) Right to file bankruptcy in court; 2) Right to enforce the security interest in the vehicle, whether by repossession or through a court of law; 3) Right to take legal action to enforce the arbitrator's decision; 4) Right to request that a court of law review whether the arbitrator exceeded his authority; and 5) Right to seek judicial review for disputes or claims within that court's jurisdiction.

You or Creditor may not change this arbitration provision in any way without our approval. We may change this arbitration provision if there is a conflict between the Rules and this contract. If there is a conflict between the Rules and this contract, this contract shall govern. This contract is subject to the Federal Arbitration Act (9 U.S.C. § 1 et seq.). The arbitration decision shall be in writing with a supporting opinion. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. To the extent that the total of your filing, arbitration, service or case management fee and your arbitrator or hearing fee exceeds \$300, we will pay the amount in excess of \$300, unless you choose to pay one-half of the total or unless the fees are recalculated in the forward under applicable law or the organization's rules.

Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. Any portion of this arbitration provision that is unenforceable shall be severed, and the remaining provisions shall be enforced. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this arbitration provision shall be unenforceable. The validity and scope of a waiver of class action rights shall be decided by the court and not by the arbitrator.

OREGON VEHICLE CERTIFICATE OF TITLE

OREGON DRIVER AND MOTOR VEHICLE SERVICES CERTIFIES THE PARTY IS LISTED AS OWNER OF THE DESCRIBED VEHICLE. DOCUMENTS FILED WITH DMV SHOW THE VEHICLE IS SUBJECT TO THE OWNERSHIP INTERESTS SPECIFIED.

COUNTER NUMBER

PLATE NUMBER	TITLE NUMBER	PROCESS DATE	SURVIVOR	REFERENCE NUMBER
[REDACTED]	1625920720	091516	N/N	

YEAR	MAKE	STYLE	MODEL	VEHICLE IDENTIFICATION NUMBER	EQUIPMENT NO.
2016	FORD	VA	TCN	1FMZK1CM8GKB25960	

OWNER/LESSEE	ODOMETER READING	ODOMETER DATE
[REDACTED]	10	05/17/16

ODOMETER MESSAGE

TITLE BRANDS

The title "Brand" printed below indicates the history, condition, or circumstances of the vehicle for which this title has been issued. Please see back of title for more information.

- NONE -

USE THIS SECTION WHEN THE ONLY CHANGE IS TO REMOVE A SECURITY INTEREST. FOR ANY OTHER CHANGES, SEE INSTRUCTIONS ON REVERSE.

If there is no change in owners as shown above AND all security interest holders have released interest, one registered owner must sign and date here, if not completing a separate application for title. In addition, if your address has changed, cross out the old address and write the new address and county of residence on the front of the title. Mail the title and the fee to: DMV, 1905 Lana Ave NE, Salem OR 97314.

SIGNATURE (DOES NOT RELEASE INTEREST) DATE

X

To release interest in the vehicle, complete the reassignment on back of the title.

SECURITY INTEREST HOLDER/LESSOR

FORD MOTOR CREDIT COMPANY
LSR FORD MOTOR CREDIT COMPANY
PO BOX 105704
ATLANTA GA 30348

SIGNATURE AND COUNTERSIGNATURE OF SECURITY INTEREST HOLDER OR LESSOR RELEASING ALL INTEREST

DATE

X

SIGNATURE AND COUNTERSIGNATURE OF SECURITY INTEREST HOLDER OR LESSOR RELEASING ALL INTEREST

DATE

X

SEE REVERSE OF TITLE FOR APPLICATION INSTRUCTIONS.

VOID WITHOUT CHAIN LINK WATERMARK

1FMZK1CM8GKB25960

UTAH VEHICLE RETAIL INSTALLMENT CONTRACT

DATE 05/17/2016

1-800-727-7000

Buyer (and Co-Buyer) Name and Address (including County and Zip Code)

CREDITOR (Seller Name and Address)



FORD CREDIT

www.fordcredit.com

ECO CAR PORTLAND LLC

LHM SUPER FORD SALT LAKE CITY
1340 South 500 West
SALT LAKE CITY, UT
84115

You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. The cash price is shown below as "Cash Price." The credit price is shown below as "Total Sale Price." By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract.

New/Used	Mileage	Year and Make	Model	Vehicle Identification Number	Used For Which Purchased
New	2016	FORD	TRANSIT	1FHZK1EM3GKA15513	<input type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Other
Trade-In	N/A	Year and Make		Gross Allowance	N/A

ITEMIZATION OF AMOUNT FINANCED

1. Cash Price	\$ 52312.00
2. Down Payment	
Third Party Rebate Assigned to Creditor	\$ 4250.00
Cash Down Payment	\$ 6200.00
Trade-In (description above)	\$ N/A
Total Down Payment	\$ 10450.00
3. Unpaid Balance of Cash Price (1 minus 2)	\$ 41862.00
4. Amounts paid on your behalf (Seller may be retaining a portion of these amounts) To Public Officials	
(i) for license title & registration fees	\$ N/A
(ii) for official fees	\$ N/A
(iii) for taxes (not in Cash Price)	\$ N/A \$ N/A
To Insurance Companies for:	
Credit Life Insurance	\$ N/A
Credit Disability Insurance	\$ N/A
N/A	\$ N/A
To N/A for N/A	\$ N/A
To N/A for N/A	\$ N/A
To N/A for N/A	\$ N/A
To N/A for N/A	\$ N/A
To N/A for N/A	\$ N/A
To N/A for N/A	\$ N/A
To N/A for N/A	\$ N/A
Total	\$ (4)
5. Amount Financed (3 plus 4)	\$ 41862.00

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided in your or on your behalf	The amount you will have paid when you have made all scheduled payments	The total cost of your purchase on credit, including your downpayment or \$ 10450.00 or \$ 59595.40
6.39 %	\$ 7283.40	\$ 41862.00	\$ 49145.40	\$ 59595.40

Your Payment Schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
60	\$ 619.09	Monthly <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Annually starting 07/01/2016
N/A	N/A	N/A
N/A	N/A	N/A
N/A	N/A	N/A

Prepayment: If you pay off your debt early, you will not have to pay a penalty.

Late Payment: You must pay a late charge on the portion of each payment received more than 10 days late. The charge is 5 percent of the late amount or \$30.00, whichever is greater.

Security Interest: You are giving a security interest in the vehicles being purchased.

Contract: Please see this contract for additional information on security interest, nonpayment, default, the right to require repayment of your debt in full before the scheduled date, and prepayment penalty.

COMMERCIAL USE CONTRACT LATE PAYMENT: If you purchased the vehicle for commercial use, you must pay a late charge on the portion of each late payment received more than 10 days late. The charge is 7.5 percent of the late amount or \$50.00, whichever is less.

BALLOON CONTRACT PROVISIONS

 Your last installment payment under this contract is a balloon payment.

EXCESS WEAR, USE AND MILEAGE CHARGES

If the box directly above is checked, this section, Paragraph B, and Paragraph C of this contract apply. You may be charged for excessive wear based upon our standards for normal use. If you exercise the option to sell the vehicle back to Creditor under Paragraph A, you must pay the Creditor \$0. _____ per mile for each mile in excess of miles shown on the odometer.

Anti-Theft Product (Optional)

This box is checked if you purchased the anti-theft product(s) listed below. The purchase of anti-theft products is optional and not required to obtain credit, even if the product(s) is already installed in the vehicle you selected. You may purchase anti-theft products from the person of your choice. By signing below, you agree to purchase the anti-theft product(s) at the price disclosed.

N/A	\$	N/A Term	N/A
N/A	\$	N/A Term	N/A
N/A	\$	N/A Term	N/A

Buyer Signs X

Any change in this contract must be in writing and signed by you and the Creditor.

Buyer X ECO CAR PORTLAND LLC, Inc. *Ron* Co-Buyer X
Signs *Ron Knopf* Signs *Knopf*

YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION ON THE REVERSE SIDE OF THIS CONTRACT.

The Annual Percentage Rate may be negotiated with the Seller. The Seller may assign this contract and may retain its right to receive a portion of the Finance Charge.

NOTICE TO THE BUYER

Do not sign this contract before you read it or if it contains any blank spaces. You are entitled to an exact copy of the contract you sign.

Buyer (and Co-Buyer) acknowledge that (i) before signing this contract, Buyer (and Co-Buyer) received and reviewed a true and completely filled in copy of this contract and (ii) at the time of signing this contract, Buyer (and Co-Buyer) received a true and completely filled in copy of this contract.

Buyer X ECO CAR PORTLAND LLC, Inc. *Ron* Co-Buyer X
Signs *Ron Knopf* Signs *Knopf*

Seller LHM SUPER FORD SALT LAKE CITY *Ron* Title NCR

THIS CONTRACT IS NOT VALID UNTIL YOU AND SELLER SIGN IT.

ASSIGNMENT

Seller may transfer this contract to another person. That person will then have all Seller's rights, privileges, and remedies. By signing below, the Seller assigns this contract to FORD MOTOR CREDIT CO ("Assignee"). To contact Assignee about this contract, call _____, or visit their website at www.fordcredit.com.

Seller *Ron Knopf* Buyer *Ron Knopf* Title _____Seller *R*

OREGON VEHICLE CERTIFICATE OF TITLE

OREGON DRIVER AND MOTOR VEHICLE SERVICES CERTIFIES THE PARTY IS LISTED AS OWNER OF THE DESCRIBED VEHICLE. DOCUMENTS FILED WITH DMV SHOW THE VEHICLE IS SUBJECT TO THE OWNERSHIP INTERESTS SPECIFIED.

CONTROL NUMBER

PLATE NUMBER [REDACTED]	TITLE NUMBER 1627301728	PROCESS DATE 092916	SURVIVOR N/N	REFERENCE NUMBER [REDACTED]
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YEAR 2016	MAKE FORD	STYLE VA	MODEL TCN	VEHICLE IDENTIFICATION NUMBER 1FMZK1CM3GKA15513	EQUIPMENT NO. [REDACTED]
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OWNER/LESSEE [REDACTED]	ODOMETER READING 20	ODOMETER DATE 05/17/16
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ODOMETER MESSAGE
[REDACTED]

TITLE BRANDS

The title "Brand" printed below indicates the history, condition, or circumstances of the vehicle for which this title has been issued. Please see back of title for more information.

- NONE -

USE THIS SECTION WHEN THE ONLY CHANGE IS TO REMOVE A SECURITY INTEREST. FOR ANY OTHER CHANGES, SEE INSTRUCTIONS ON REVERSE.

If there is no change in owners as shown above **AND** all security interest holders have released interest, **one registered owner must sign and date here**, if not completing a separate application for title. In addition, if your address has changed, cross out the old address and write the new address and county of residence on the front of the title. Mail the title and the fee to: DMV, 1905 Lala Ave NE, Salem OR 97314.

SECURITY INTEREST HOLDER/LESSOR

SIGNATURE (DOES NOT RELEASE INTEREST) DATE

X

To release interest in the vehicle, complete the reassignment on back of the title.

FORD MOTOR CREDIT COMPANY
PO BOX 105704
ATLANTA GA 30348

SIGNATURE AND COUNTERSIGNATURE OF SECURITY INTEREST HOLDER OR LESSOR RELEASING ALL INTEREST

DATE

X

SIGNATURE AND COUNTERSIGNATURE OF SECURITY INTEREST HOLDER OR LESSOR RELEASING ALL INTEREST

DATE

X

SEE REVERSE OF TITLE FOR APPLICATION INSTRUCTIONS.

VOID WITHOUT CHAIN LINK WATERMARK

1FMZK1CM3GKA15513

UTAH VEHICLE RETAIL INSTALLMENT CONTRACT		DATE 05/17/2016
1-800-727-7000  FORD CREDIT www.fordcredit.com	Buyer (and Co-Buyer) Name and Address (Including County and Zip Code) ECO CAB PORTLAND, LLC [REDACTED]	CREDITOR (Seller Name and Address) LHM SUPER FORD SALT LAKE CITY 1340 South 500 West SALT LAKE CITY, UT 84115

You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. The cash price is shown below as "Cash Price." The credit price is shown below as "Total Sale Price." By signing this contract, you choose to buy the vehicle on credit under the agreement on the front and back of this contract.

New/Used	Mileage	Year and Make	Model	Vehicle Identification Number	Use For Which Purchased
New	10	2016	FORD TRANSIT	1FMZK1CNOGB2953	<input type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Other
Trade-In	N/A	Year and Make	Gross Allowance	Amount Owed	

ITEMIZATION OF AMOUNT FINANCED

1. Cash Price	\$ 45057.00
2. Down Payment	\$ N/A
Third Party Rebate Assigned to Creditor	\$ N/A
Cash Down Payment	\$ 6200.00
N/A	\$ N/A
Trade-in (description above)	\$ N/A
Total Down Payment	\$ 6200.00
3. Unpaid Balance of Cash Price (1 minus 2)	\$ 38857.00
4. Amount paid on your behalf (Seller may be retaining a portion of these amounts) To Public Officials	\$ N/A
(i) for license, title & registration fees \$ N/A	
(ii) for official fees \$ N/A	
(iii) for taxes (not in Cash Price) \$ N/A	
To Insurance Companies for:	\$ N/A
Credit Life Insurance	\$ N/A
Credit Disability Insurance	\$ N/A
N/A	\$ N/A
To N/A for N/A	\$ N/A
To N/A for N/A	\$ N/A
To N/A for N/A	\$ N/A
To N/A for N/A	\$ N/A
To N/A for N/A	\$ N/A
To N/A for N/A	\$ N/A
To N/A for N/A	\$ N/A
Total	\$ N/A (4)
5. Amount Financed (3 plus 4)	\$ 38857.00

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount you will have paid to the creditor when all scheduled payments have been made, including your down payment	of \$ 6200.00
6.39%	\$ 6761.00	\$ 38857.00	\$ 45618.00	\$ 51813.00

Your Payment Schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
60	\$ 760.30	starting 01/01/2016
N/A	\$ N/A	\$ N/A
N/A	\$ N/A	\$ N/A
N/A	\$ N/A	\$ N/A

Prepayment: If you pay off your debt early, you will not have to pay a penalty.
 Late Payment: You must pay a late charge on the portion of each payment received more than 10 days late. The charge is 5 percent of the late amount or \$30.00, whichever is greater.
 Contract: Please see this contract for additional information on security interest, nonpayment, default, the right to require repayment of your debt in full before the scheduled date, and prepayment penalty.

COMMERCIAL USE CONTRACT LATE PAYMENT: If you purchased the vehicle for commercial use, you must pay a late charge on the portion of each late payment received more than 10 days late. The charge is 7.5 percent of the late amount or \$50.00, whichever is less.

BALLOON CONTRACT PROVISIONS

<input type="checkbox"/> Your last installment payment under this contract is a balloon payment.
EXCESS WEAR, USE AND MILEAGE CHARGES
If the box directly above is checked, this section, Paragraph B, and Paragraph C of this contract apply. You may be charged for excessive wear based upon our standards for normal use. If you exercise the option to sell the vehicle back to Creditor under Paragraph B, you must pay the Creditor \$0.00 per mile for each mile in excess of [REDACTED] miles shown on the odometer.

Anti-Theft Product (Optional)

<input type="checkbox"/> If this box is checked you purchased the anti-theft product(s) listed below. The purchase of anti-theft product(s) is optional and not required to obtain credit, even if the product(s) is already installed on the vehicle you selected. You may purchase anti-theft product(s) from the person of your choice. By signing below, you agree to purchase the anti-theft product(s) at the price disclosed.		
N/A	\$ N/A	Term N/A
N/A	\$ N/A	Term N/A
N/A	\$ N/A	Term N/A

Buyer Signs X
Buyer X *Eco Cab Portland LLC* Co-Buyer X
Signs *Ron Lewis Manager* Co-Buyer Signs

YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION ON THE REVERSE SIDE OF THIS CONTRACT.

The Annual Percentage Rate may be negotiated with the Seller. The Seller may assign this contract and may retain its right to receive a portion of the Finance Charge.

NOTICE TO THE BUYER

Do not sign this contract before you read it or if it contains any blank spaces. You are entitled to an exact copy of the contract you sign.

Buyer (and Co-Buyer) acknowledge that (i) before signing this contract, Buyer (and Co-Buyer) received and reviewed a true and completely filled in copy of this contract and (ii) at the time of signing this contract, Buyer (and Co-Buyer) received a true and completely filled in copy of this contract.

Buyer X *Eco Cab Portland LLC* Co-Buyer X
Signs *Ron Lewis Manager* Co-Buyer Signs
Seller X *LHM SUPER FORD SALT LAKE CITY* Title *J. H. G.*
THIS CONTRACT IS NOT VALID UNTIL YOU AND SELLER SIGN IT.

ASSIGNMENT

Seller may transfer this contract to another person. That person will then have all Seller's rights, privileges, and remedies. By signing below, the Seller assigns this contract to FORD MOTOR CREDIT CO . To contact Assignee about this contract, call _____ or visit their website at www.fordcredit.com .
Seller _____ By _____ Title _____

FC 17043-SU (MAY 15) (Previous editions may not be used). SEE OTHER SIDE FOR ADDITIONAL AGREEMENTS

PC 17043-B-SI

PLY 1 ORIGINAL PLY 2 BUYER'S COPY PLY 3 GO BUYER/GUARANTOR COPY PLY 4 SELLER'S COPY (NOT TRANSFERABLE)

ORIGINAL

Case 17-31000-tmb7 Doc 35 Filed 04/17/17

ADDITIONAL AGREEMENTS

- A. Payments:** You must make all payments in U.S. funds when they are due. You may prepay your debt at any time without penalty. This is a simple finance charge contract. The actual finance charge you agree to pay will depend on your payment patterns. The actual finance charge may exceed the amount of interest or other charges you would have paid under the scheduled rates or in less than the scheduled amount. Your payment will be applied first to the earned and unpaid part of the Finance Charge and then to the unpaid Amount Financed. The Finance Charge is earned by applying the Annual Percentage Rate to the unpaid Amount Financed for the actual time that the unpaid Amount Financed is outstanding.
- B. Balloon Payment Contract:** If your last installment payment under this contract is a balloon payment as indicated on the front of the contract, you may handle the last installment payment in one of three ways:
- 1. First, you may pay all that you owe when the last installment payment is due and keep your motor vehicle.
 - 2. Second, you may pay the last installment payment unless you are in default under this contract. If the Creditor has advanced funds to cure any defect, you must pay back the Creditor before the refinancing. You also must provide proof of insurance acceptable to Creditor before the refinancing. The Annual Percentage Rate (APR) for the refinancing will be the Creditor's prevailing rates at the time of the refinancing. You must meet the Creditor's normal credit standards in order to be eligible for refinancing. The terms of the refinancing will be based on the amount refinanced, the rate, and the amount of the monthly payment. The refinanced monthly payment shall be the same as in this contract if the refinanced amount will be fully paid within 36 months of the due date of the last installment payment. Otherwise, the monthly payment amount shall be the amount needed to fully pay the refinanced amount within 36 months of the due date of the last installment payment. If you wish to refinance, you must provide proof of insuring, except as discussed in No. 3 below. The notice must be received no later than 30 days prior to the due date of the last installment payment.
 - 3. Third, you may sell the vehicle to the Creditor for an amount equal to the last installment payment. You must pay to the Creditor any other amount owed under this contract. Amounts you owe will be based, in part, on the vehicle's mileage. You also must pay to the Creditor the estimated costs of all repairs to the vehicle that are the result of excess wear and use, as set forth below. You must take the vehicle to a place selected by the Creditor for inspection no later than 15 days prior to the last installment payment due date. After the inspection, if you decide to sell the vehicle to the Creditor, you must give the vehicle to the Creditor or no later than the last installment payment due date. At that time, you must also give the Creditor a letter of credit, guarantee, or other security that the Creditor can transfer or assign to the Creditor or a person designated by the Creditor. After the inspection, if you elect not to sell vehicle to the Creditor, you must immediately contact the Creditor and inform the Creditor whether you want to refinance the last installment payment.
- C. Damage Repair:** If your last installment payment under this contract is a balloon payment, and you sell the vehicle back to the Creditor under Paragraph B, you are responsible for repairs of all damage to the vehicle that are not the result of normal wear and use. Those repairs include, but are not limited to, the following:
- (i) replace any tire not part of a matching set of four or any tire which has less than $\frac{1}{8}$ inch of remaining tread;
 - (ii) repair all mechanical defects;
 - (iii) repair or replace any part, scratches, chipped, mated or mismatched body parts, paint or vinyl identification items, all denting, scuffing, nicks, pitted, broken or missing trim and grill work; all cracked, cracked, pitted or broken glass; all faulty window mechanisms; all broken or turned out lights; all electronic malfunctions; all interior parts, stems, burns or worn areas; and all damage which would be covered by collision or comprehensive insurance whether or not such insurance is actually in force.
- If you have not made the repairs before inspection of the vehicle under Paragraph B, you will owe the estimated costs of such repairs, even if the repairs are not made prior to your sale of the vehicle to the Creditor. If you disagree with the estimated costs of repairs, you may have the repairs made at your expense prior to your sale of the vehicle to the Creditor.
- D. Security Interest:** You give the Creditor a security interest in:
- 1. The vehicle and all parts or other goods put on the vehicle;
 - 2. All money or goods received for the vehicle; and
 - 3. All insurance premiums and service contracts financed for you.
- This secures payment of all amounts you owe under this contract. It also secures your other agreements in this contract.
- E. Use of Vehicle - Warranties:** You must take care of the vehicle and obey all laws in using it. You may not sell or rent the vehicle, and you must keep it free from the claims of others. You will not use or permit the use of the vehicle outside of the United States, except for up to 30 days in Canada or Mexico, without the prior written consent of the Creditor. If the vehicle is of a type normally used for personal use and the Creditor consents to its use for business purposes, the Creditor may require a services contract covering the vehicle within 60 days from the date of this contract, you get implied warranties of merchantability and fitness for a particular purpose covering the vehicle. Otherwise, you understand and agree that there are no such implied warranties, except as otherwise provided by law.
- F. Vehicle Insurance:** You must insure the vehicle against loss or damage from collision, fire or theft. You must name Creditor as the loss payee under the insurance policy. The Creditor must approve the type and amount of insurance. If the vehicle is lost, damaged or destroyed, you must pay the Creditor what is paid to you.
- You agree that the Creditor can sue under the insurance policy. You acknowledge the insurance company to provide Creditor (or any information Creditor believes necessary to make a claim). You must use insurance protocols to repair the vehicle, unless the damage to the vehicle is considered a total loss. If the damage to the vehicle is considered a total loss, you must use the insurance proceeds to pay what you owe the Creditor. If your insurance on the vehicle doesn't pay all you owe, you must pay what is still owed.
- G. Returned Insurance Premiums and Service Contract Charges:** This contract may contain charges for insurance, service contracts, or other contracts. You agree that the Creditor can claim benefits under these contracts and unless prohibited by law, and terminate them to obtain refunds of unused amounts to the Creditor. If the Creditor gets a refund of an insurance, service contract, or other contract, the Creditor will subtract it from what you owe. Once all amounts owed under this contract are paid, any remaining refunds will be paid to you.

GURANTRY

To cause the Seller to sell the vehicle described on the front of this contract to the Buyer on credit, each person who signs below as a "Guarantor" guarantees the payment of this contract. This means that if the Buyer fails to pay any money that is owed on this contract, each person who signs as a guarantor will pay it when asked. Each Guarantor who signs below agrees that he will be liable for the whole amount owed even if one or more other persons also sign this Guaranty. Each Guarantor also agrees to be liable even if the Creditor does one or more of the following: (a) gives the Buyer more time to pay one or more payments, or (b) gives a release in full or in part to any of the other Guarantors, or (c) releases any security. Each Guarantor also states that he has received a completed copy of this contract and this Guaranty at the time of signing.

[Signature] Address: 58 Longwood Street, Somerville, MA 02868
 Guarantor: *[Signature]* Address: _____
 Guarantor: *[Signature]* Address: _____

READ THIS ARBITRATION PROVISION CAREFULLY AND IN ITS ENTIRETY

ARBITRATION

Arbitration is a method of resolving any claim, dispute, or controversy (collectively, a "Claim") without filing a lawsuit in court. Either you or Creditor ("you" or "we" or "Party") may file a Claim at any time, including after a lawsuit is filed, to take your Claim to an arbitrator instead of a court. Arbitration is binding and final. You and Creditor both agree to arbitrate any Claim, but Creditor is not required to arbitrate any Claim. Arbitration is subject to the following:

- 1) Claims in contract, tort, or statute;
- 2) Claims regarding the interpretation, scope, or validity of this provision, or arbitrability of a claim, issue, except for class certification;
- 3) Claims between you and us, your employees, agents, successors, assigns, subsidiaries, or affiliates;
- 4) Claims arising out of or relating to your application for credit, this contract, or any resulting transaction or relationship, including that with the dealer, or any such relationship with third parties who do not sign this contract.

RIGHTS YOU AND WE AGREE TO GIVE UP

- If either you or we choose to arbitrate a Claim, then you and we agree to waive the following rights:
- RIGHT TO A TRIAL, WHETHER BY A JUDGE OR JURY
 - RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE ON A CLASS MEMBER IN ANY CLASS CLAIM YOU MAY HAVE AGAINST CREDITOR OR THE CREDITOR'S CONTRACTORS
 - BROAD RICHTER DISCOVERY AS ARE AVAILABLE IN A LAWSUIT
 - RIGHT TO APPEAL THE DECISION OF AN ARBITRATOR
 - OTHER RIGHTS THAT ARE AVAILABLE IN A LAWSUIT

RIGHTS YOU AND WE DO NOT GIVE UP: If a Claim is arbitrated, you and we will continue to have the following rights, without waiving this arbitration provision as to any Claim: 1) Right to file a bankruptcy in court; 2) Right to enforce the security interest in the vehicle, whether by repossession or through a court of law; 3) Right to take legal action to enforce the arbitrator's decision; 4) Right to request that a court of law review whether the arbitrator exceeded his authority; and 5) Right to seek remedies in small claims court for disputes or debts within this court's jurisdiction.

You or we may choose the American Arbitration Association, 1-800-777-7879 (www.adr.org), or any other organization, subject to our approval, to conduct the arbitration. The applicable rules (the "Rules") may be obtained from the selected organization. If there is a conflict between the Rules and this contract, this contract shall govern. This contract is subject to the Federal Arbitration Act (www.uscourts.gov, § 9 et seq.). The arbitration decision shall be in writing with a copy sent to you and Creditor. Legal expenses shall be limited to the amount of the arbitration award. If the arbitration award is less than one-half of your fees, administration, service, or case management fees and your arbitrator or hearing officer exceeds \$200, we will pay the amount in excess of \$200, unless you choose to pay one-half of the total or unless the fees are recalculated in the award under applicable law, or the organization's rules.

Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. Any portion of this arbitration provision that is unenforceable shall be severed, and the remaining provisions shall be enforced. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action rights have been made, the remainder of this arbitration provision shall be unenforceable. The validity and scope of the waiver of class action rights shall be decided by the court and not by the arbitrator.

PC 17643-SI (MAY 16) (Previous editions may NOT be used.) SEE OTHER SIDE FOR ADDITIONAL AGREEMENTS

File No. 17643-SI

Case 17-31000-tmb7 Doc 35 Filed 04/17/17

OREGON VEHICLE CERTIFICATE OF TITLE

OREGON DRIVER AND MOTOR VEHICLE SERVICES CERTIFIES THE PARTY IS LISTED AS OWNER OF THE DESCRIBED VEHICLE. DOCUMENTS FILED WITH DMV SHOW THE VEHICLE IS SUBJECT TO THE OWNERSHIP INTERESTS SPECIFIED.

CONTROL NUMBER: [REDACTED]

PLATE NUMBER [REDACTED]	TITLE NUMBER 1625920719		PROCESS DATE 091516	SURVIVOR N/N	REFERENCE NUMBER [REDACTED]
YEAR 2016	MAKE FORD	STYLE VA	MODEL TCN	VEHICLE IDENTIFICATION NUMBER 1FMZK1CM0GKB25953	EQUIPMENT NO. [REDACTED]
OWNER/LESSEE USE ECOCAB PORTLAND LLC [REDACTED]			ODOMETER READING 10	ODOMETER DATE 05/17/16	ODOMETER MESSAGE [REDACTED]
TITLE BRANDS The title "Brand" printed below indicates the history, condition, or circumstances of the vehicle for which this title has been issued. Please see back of title for more information.					
- NONE -					

USE THIS SECTION WHEN THE ONLY CHANGE IS TO REMOVE A SECURITY INTEREST. FOR ANY OTHER CHANGES, SEE INSTRUCTIONS ON REVERSE.

If there is no change in owners as shown above AND all security interest holders have released interest, one registered owner must sign and date here, if not completing a separate application for title. In addition, if your address has changed, cross out the old address and write the new address and county of residence on the front of the title. Mail the title and the fee to: DMV, 1905 Lala Ave NE, Salem OR 97314.

SECURITY INTEREST HOLDER/LESSOR

SIGNATURE (DOES NOT RELEASE INTEREST) DATE

X

To release interest in the vehicle, complete the reassignment on back of the title.

FORD MOTOR CREDIT COMPANY
LSR FORD MOTOR CREDIT COMPANY
PO BOX 105704
ATLANTA GA 30348

SIGNATURE AND COUNTERSIGNATURE OF SECURITY INTEREST HOLDER OR LESSOR RELEASING ALL INTEREST

DATE

X

SIGNATURE AND COUNTERSIGNATURE OF SECURITY INTEREST HOLDER OR LESSOR RELEASING ALL INTEREST

DATE

X

SEE REVERSE OF TITLE FOR APPLICATION INSTRUCTIONS.

VOID WITHOUT CHAIN LINK WATERMARK

1FMZK1CM0GKB25953